

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 CONTRACT LINE ITEM NUMBERS (CLINS) STRUCTURE

This is a performance-based, Cost-Plus-Award-Fee (CPAF) Management and Operating (M&O) contract.

(a) CLIN Types

(1) CLIN 00001 Cost Reimbursable (CR) Transition (Anticipated to be 90 days)

The Contract Transition Period is anticipated to be a period beginning with issuance of the Notice to Proceed (NTP). The Transition Period is as defined in Section F.2. These costs are non-fee bearing.

(2) CLIN 00002 Cost Plus Award Fee (Base Period, excluding Transition)

Payment of fee will be made in accordance with Section B clause DOE-B-7006 *Provisional Payment of Performance Fee* and Section J Attachment entitled “Performance Evaluation and Measurement Plan (PEMP)”.

Note that this CLIN also includes contributions to the normal costs but not legacy contributions towards the Multiple Employer Pension Plan (MEPP), made in accordance to Section H clause DOE-H-2001 *Employee Compensation: Pay and Benefits* paragraph (h) *Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans*. These costs are non-fee bearing.

(3) CLINs 00003 – 00007 Cost Plus Award Fee (Award Term Periods 1-5)

Payment of fee will be made in accordance with Section B clause DOE-B-7006 *Provisional Payment of Performance Fee* and Section J Attachment entitled “Performance Evaluation and Measurement Plan (PEMP)”.

Note that these CLINs also include contributions to the normal costs but not legacy contributions towards the Multiple Employer Pension Plan (MEPP), made in accordance to Section H clause DOE-H-2001 *Employee Compensation: Pay and Benefits Item*, paragraph (h) *Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans*. These costs are non-fee bearing.

B.2 DOE-B-7003 PERFORMANCE FEE

- (a) The transition activities shall be performed on a cost-reimbursement basis up to the amount specified in the Section H Clause entitled “Activities During Contract Transition”, and no fee shall be paid for these activities.
- (b) In implementation of the Section I Clause entitled “DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount”, the Parties have agreed that the

total available performance fee that may be earned by the Contractor in each performance period in accordance with the provisions of Section J Attachment entitled “Performance Evaluation and Measurement Plan (PEMP)”, for the performance of the work under this contract are as follows:

Base Contract Period:

| Performance Period | Total Available Performance Fee (to be completed by Offeror) |
|--------------------------------------|---|
| 1/1/21 – 3/31/21 (Transition Period) | N/A – No Fee |
| 4/1/21 – 9/30/21 | \$ |
| 10/1/21 – 9/30/22 | \$ |
| 10/1/22 – 9/30/23 | \$ |
| 10/1/23 – 9/30/24 | \$ |
| 10/1/24 – 9/30/25 | \$ |
| 10/1/25 – 12/31/25 | \$ |

Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk.

- (c) If DOE determines that the Contractor has earned any Award Term, in accordance with Section F.3 entitled “Award Term Incentive”, the Parties have agreed that the maximum available annual performance fee that may be earned by the Contractor in each award term period shall be:

Award Term Period(s):

| Performance Period | Total Available Performance Fee (to be completed by Offeror) |
|---------------------------|---|
| 1/1/26 – 9/30/26 | \$ |
| 10/1/26 – 9/30/27 | \$ |
| 10/1/27 – 9/30/28 | \$ |
| 10/1/28 – 9/30/29 | \$ |
| 10/1/29 – 9/30/30 | \$ |
| 10/1/30 – 12/31/30 | \$ |

Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk.

- (d) The total available annual performance fee that may be earned by the Contractor for any additional extensions of the period of performance beyond the ten (10) years listed in the tables above shall be subject to negotiation between the Parties consistent with the Department of Energy Acquisition Regulation (DEAR) in effect at the time the fee is negotiated.
- (e) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is

subject to adjustment only –

- 1) Under the provisions of Section I Clause entitled “DEAR 970.5243-1 – Changes”, or other contract provisions; or
 - 2) For a +/- 10 percent change in the estimated annual fee base of \$337,590,000.
- (f) Any adjustment in the amount of the total available performance fee under the provisions of paragraph (e) for the fees specified in paragraph (b) and (c) above, or negotiation of fee under paragraph (d) above, will be in accordance with the DOE Fee Policy set forth in DEAR 970.1504-1-1 and 970.1504-1-3, utilizing the adjusted fee base and maintaining the same fee ratio proposed (i.e. proposed vs. maximum) by the Contractor during the contract competition and reflected in the current contract.

B.3 DOE-B-7002 OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS (SEP 2017)

The amount presently obligated by the Government with respect to this contract is specified in the Section I Clause entitled “DEAR 970.5232-4 – Obligation of Funds”. Other financial limitations are also specified in the Section I Clause entitled “DEAR 970.5232-4 – Obligation of Funds.”

B.4 DOE-B-7006 PROVISIONAL PAYMENT OF PERFORMANCE FEE (SEP 2017)

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Section I Clause entitled, "DEAR 970.5232-2 – Payments and Advances". The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

B.5 ALLOWABILITY OF SUBCONTRACTOR FEE

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in this contract fee structure and separate additional subcontractor fee for teaming partners shall not be considered an allowable cost under the contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless otherwise approved by the Contracting Officer.